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questions affecting land titles which his work affords, some impetus may be given toward concerted effort to remove these defects. To this hope we give a hearty *Amen!*

E. R. C.

PRINCIPLES OF THE ENGLISH LAW OF CONTRACT AND OF AGENCY IN ITS RELATION TO CONTRACT. By Sir William R. Anson, Bart., D. C. L. Eighth Edition. First American Copyright Edition. By Ernest W. Huffcut, Professor of Law at Cornell University. Macmillan & Co., New York and London. 1895. pp. lxii, 456.

The text is that of the English author's eighth edition (1895). It is the same as that of the seventh edition, except for a few minor alterations necessitated by two recent English acts, the Sale of Goods Act, and the Married Women's Property Act of 1893. Few new English cases are cited. Professor Huffcut cites parallel American cases where the American and English authorities are in accord, and indicates carefully all points on which the American authorities are in conflict, either with each other or with the English cases. In his note, however, on the American view of the doctrine of *Scotson v. Pegg* (6 H. & N. 295), and *Shadwell v. Shadwell* (9 C. B. N. S. 159), as to a promise to perform an existing contract with a third person, he fails to notice the very recent case of *Abbott v. Doane* (163 Mass. 433), the only American case which directly supports the English doctrine. Certain cases also, which he cites in support of the American view, are by no means universally admitted to be in point. The citations in connection with Anson's short chapter on Agency and Quasi-Contracts are not numerous. Perhaps it is better so, as Anson's treatment of either subject is meagre. The volume is altogether the most valuable edition of Anson for American students that has yet appeared.

H. C. L.

HUFFCUT ON AGENCY. By Ernest W. Huffcut, Professor of Law in Cornell University School of Law. Boston: Little, Brown, & Co. 1895. pp. xlviii, 234.

The author limits the scope of his treatise to the law of agency "as related to contract." He defines an agent as one who brings his principal into contractual relations with a third party, and excludes from his volume all consideration of the law of master and servant; arguing that "the law governing master and servant belongs to that branch of the law of obligation having to do with torts generally," and that "the same reasons that lead to a separate treatment of contract and tort lead to a separate treatment of agents and servants." It is rather hard to follow this reasoning, and still more difficult to see just how the author derives any advantage from this method of treating the subject. His readers are likely to be disappointed at this total omission of the law of master and servant, which is so analogous to and so generally associated with the law of principal and agent. Aside from this, the book should meet with general approval. It supplies a much felt want for a brief reliable treatise on the law of agency.

Mr. Huffcut's statements are almost uniformly accurate, though his phraseology is original. His citation of authorities is full and general, though he seems to favor recent cases affirming rather than the leading cases establishing the law. On controverted points both sides of the question are fully and carefully presented, and his statements of principles are clear and discriminating. The chapters on Ratification and

Undisclosed Principal are especially noteworthy. The treatment of a principal's liability for the torts of his agent is very meagre. Perhaps this is necessarily so by the elimination of the master and servant cases.

On the whole the book is a worthy addition to the Students' Series. The author is soon to issue a volume of selected cases to be used in connection with the text.

E. K. H.

NEGLIGENCE OF IMPOSED DUTIES, CARRIERS OF FREIGHT. By Charles A. Ray, LL.D., Ex-Chief Justice of the Indiana Supreme Court. Rochester, N. Y.: The Lawyers' Co-Operative Publishing Co. 1895. pp. lxxxii, 1195.

It is a pity that Judge Ray did not choose a better title for his book, since "Negligence of Imposed Duties," besides being exceptionable as a bit of English, does not seem broad enough to describe adequately the contents of a work dealing with every aspect of the law of freight carriers. This is a companion volume to the author's book on Carriers of Passengers, which was published two years ago. Little space is devoted to the discussion of principle, but the object of the book is attained in its exhaustive statement of existing law. Not the least notable portion is a long and excellent chapter on Interstate Commerce. The only fault revealed by a cursory examination is lack of condensation. There is too much repetition, — for example, in § 139, the reader is informed half a dozen times in the course of three pages that misdelivery by a carrier is a conversion. The same topic is frequently brought up in different parts of the work, instead of being treated once and for all. However, no topic is so unimportant as to escape consideration altogether; and it is in just this thoroughness of treatment that the chief value of the book lies.

R. G. D.

UNIVERSITY OF THE STATE OF NEW YORK: STATE LIBRARY BULLETIN. LAW SUBJECT INDEX, 1883-1893. Albany: 1894.

The rapid accumulation of legal literature is exemplified by the catalogue, lately issued by the University of the State of New York, of additions made to its law library during the last ten years. Especially interesting in view of the recent action of the American Bar Association toward a reform in law reporting, noticed elsewhere in this number, is the long list of volumes under the heading "Reports."

CONTRIBUTORY INFRINGEMENT OF PATENTS. By Hubert Howson, of the New York Bar. Washington, D. C.: Press of W. F. Roberts. 1895. pp. 15.

The proposition advanced in this pamphlet is that "you may infringe a patent not only by directly making, or using, or selling the patented invention yourself, without a license, but also by intentionally aiding any one else in such an unlawful act." Though primarily addressed to laymen, this brief treatment of contributory infringement will commend itself to lawyers as well. Appended is a useful list of the leading American cases on the subject.

H. C. L.